

<b>ORDER FOR SUPPLIES OR SERVICES</b> (Contractor must submit four copies of invoice.)				Form Approved OMB No. 0704-0187 Expires Jun 30, 1997		PAGE 1 OF <b>10</b>	
<p>Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Paperwork Reduction Project (0704-0187), Washington, DC 20303.</p> <p style="text-align: center;"><b>PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.</b>  <b>SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.</b></p>							
1. CONTRACT/PURCH ORDER NO. <b>SP0740-04-M-JF23</b>		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDDJJ) <b>2004 JUL 21</b>		4. REQUISITION/PURCH REQUEST NO. <b>YPC04012006431</b>	
5. PRIORITY <b>DOA1</b>		6. ISSUED BY CODE <b>SP0700</b> Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: FAABCAR (614)692-1424 / FAX: (614)693-1679 E-mail: Michael.Bryan@psa.mil		7. ADMINISTERED BY (If other than 6) CODE <b>S4/04A</b> DCMA SAN ANTONIO ATTN: DCMC-GEF 615 E HOUSTON ST PO BOX 1040 SAN ANTONIO TX 78204-1040		8. DELIVERY FOR <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR CODE <b>55345</b> NAME AND ADDRESS <b>ALAMO AIRCRAFT LTD.</b> 1538 SW 36TH ST. PO BOX 37543 SAN ANTONIO TX 78237-0343 Vendor's Copy was sent EDI. Do not Duplicate shipment.		10. DELIVER TO FOR POINT BY (Date) (YYMMDDJJ) <b>40 DAYS ARO</b>		11. MARK IF BUSINESS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		12. DISCOUNT TERMS <b>NET 30 days</b>	
13. MAIL INVOICES TO <b>See Block 15</b>		14. SHIP TO CODE See Schedule - Do Not Ship to Address in Block 6		15. PAYMENT WILL BE MADE BY CODE <b>S33151</b> ATTN: DFAS CO BYDPC/CC CONSTRUCTION 3999 E BROAD ST PO BOX 182317 COLUMBUS OH 43218-6303 EFT: T		MARK ALL PACKAGES AND PAPERS WITH CONTRACT ORDER NUMBER	
<p>16. DELIVERY TYPE OF ORDER PURCHASE <input checked="" type="checkbox"/> X This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract Reference your <b>offer dated 2004 JUN 23</b> and furnish the following on terms specified herein ACCEPTANCE: THE CONTRACTOR HEREBY ACCEPTS THIS OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO FURNISH THE FOLLOWING: <b>ALAMO AIRCRAFT, LTD.</b> <i>[Signature]</i> <b>LEON WOLFE, JR.</b> NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies. 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <b>CG: 97X4930 5CC0 001 26.0 S33150</b></p>							
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE		20. QUANTITY ORDERED/ACTUAL		21. UNIT	
		Remarks: <b>ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT.</b> Additional documents to follow hardcopy.		<b>TOTAL: 13</b>			
						22. AMOUNT	
						23. TOTAL \$ <b>2476.00</b>	
24. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		25. UNITED STATES OF AMERICA <i>[Signature]</i> <b>Theresa M. Rine</b> CONTRACTING/ORDERING OFFICER		26. D.O. VOUCHER NO.		27. DIFFERENCE	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP. NO.		29. PART BY		30. INITIALS	
31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. CHECK NUMBER		33. BILL OF LADING NO.		34. S/R VOUCHER NO.	
35. RECEIVED AT		36. RECEIVED BY (Print)		37. DATE RECEIVED (YYMMDDJJ)		38. TOTAL CONTAINERS	
39. DATE RECEIVED (YYMMDDJJ)		40. S/R ACCOUNT NUMBER		41. S/R VOUCHER NO.		42. S/R VOUCHER NO.	

DD FORM 1155, JUN 94 (EG)

PREVIOUS EDITION MAY BE USED.

Designed using Perform Pro. WHS/DIC 11 94

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THIS IS GOVERNMENT SURPLUS MATERIAL

ENCLOSURE (1) AND (2) CONTRACTORS SURPLUS CERTIFICATION AND QUOTE ARE  
HEREBY INCORPORATED AS PART OF THE SUBJECT AWARD SP0740-04-M-JF23

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## SECTION B

PR YPC04012000431  
NSN 4320-01-054-1376

## ITEM DESCRIPTION:

HOUSING, LIQUID PUMP.  
HAMILTON SUNDSTRAND CORP (99167) P/N 5002718

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPC04012000431	0001	13	EA	\$190.00000	\$2470.00

QTY VARIANCE: PLUS 0% MINUS 0%  
INSPECTION POINT: ORIGIN  
ACCEPTANCE POINT: ORIGIN

## PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
QUP = 001: PRES MTHD = 31: CLNG/DRY = 1: PRESV MAT = 00:  
WRAP MAT = 00: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:  
UNIT CONT = E6: OPI = 0:  
INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:  
PACK CODE = U:  
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.  
PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E  
DATED 3029

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data

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## SECTION B

element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: DESTINATION BY: 2004 AUG 30

## PARCEL POST ADDRESS:

SW3210  
DISTRIBUTION DEPOT HILL  
7537 WARDLEIGH RD  
HILL AFB UT 84056-5734

## FREIGHT SHIPPING ADDRESS:

SW3210  
DISTRIBUTION DEPOT HILL  
7537 WARDLEIGH RD BLDG 849W  
HILL AFB UT 84056-5734

NON-MILSTRIP  
PROJ

\* \* \* \* \*

## REMIT PAYMENT TO:

\* \* \* \* \*

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Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dscclia.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same

force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

**DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION:** Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

For Simplified Acquisitions (under \$100,000) quoters may respond electronically via the DSCC Internet Bid Board System (DIBBS) at <http://DIBBS.dscclia.mil> or by facsimile to the buyer's fax number.

**A03A - NOTIFICATION OF REJECTION OF UNILATERAL AWARD (DSCC 52.242-9C05) (OCT 2002)**

NOTE: Not applicable to Bilateral Purchase Orders.

The Government's offer to purchase, as evidence by this order, is made on the basis of your quotation. Although you are not legally obligated to perform, you should promptly notify the administrative contracting officer if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances. Failure to provide prompt notice will adversely affect your past performance Automated Best Value System score if this order is later cancelled at other than the Government's request.

**SECTION B**

**B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)**

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dscclia.mil>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>.

**SECTION D**

**D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (FEB 2004)**

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)

The items identified in Section B shall be Preserved. Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129P.

**D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)**

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.  
(b) The document(s) shall include the following:  
Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.  
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/ exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

**D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (FEB 2004)**

(1) Requisitions and contracts identified as NMCS shipments shall have an NMCS code shown in the RDD block of the address label. Applicable codes are '999' or any three digit code beginning with the letter 'N'. The Contractor will

mark all 'expedited handling' shipments with identifying labels. For NMCS conditions other than 999, containers shall be marked with two 'NMCS' labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.

(2) Military Shipping Labels (MSL) are required on all shipments (see DLAD 52.211-9C10). Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.

(3) Method of shipment will be in accordance with Clause F05 (DSCC 52.247-9C02) or F06 (DSCC 52.247-9C03).

**D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (FEB 2004) (DSCC 52.211-9C20)**

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packaged, marked, and labeled in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFMAN 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous

Goods shall be prepared and affixed to each package in accordance with MIL-STD-129P and the military publication cited above.

**D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)**

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dscclia.mil/downloads/packaging/dcl636p001.doc>

**SECTION E**

**E01 - CLAUSES INCORPORATED BY REFERENCE**

FAR 52.246-16 - Responsibility for Supplies (APR 1984)

**E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)**

**E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)**

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.

(2) For CLIN(S) described by manufacturer's name/code and part number.

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

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(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

**Note:** Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

## (c) Inspection Points:

## SUPPLIES

(X) Same as Offeror  
Applicable to CLIN(s): ALL

( ) Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

## PACKAGING

( ) Same as Offeror  
Applicable to CLIN(s):

(X) Same as above

( ) Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

## E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

**NOTE:** For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination - Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

## E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (MAR 2003)

## E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)

## E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (FEB 2004)

## E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)

## E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)

## SECTION F

## F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)  
FAR 52.242-15 - Stop-Work Order (AUG 1989)  
FAR 52.242-17 - Government Delay of Work (APR 1984)  
FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)  
FAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)  
FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)  
FAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)  
FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (APR 1984)  
FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

## F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000  
Telephone (614) 692-2175  
Telephone (614) 692-7038 ('S9C' - Construction)  
Telephone (614) 692-7039 ('S9E' - Electronics)  
(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.

## F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

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**MAIL INSTRUCTIONS** (NOT applicable to APO/FPO addresses):  
Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.  
(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.  
(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.  
(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.  
(4) The cost of parcel post insurance will NOT be paid by the Government.

**FREIGHT INSTRUCTIONS (DOMESTIC)**

(1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.  
(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.  
(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).  
(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

**F19 - TIME OF DELIVERY (DSCC 52.211-9C14) (MAR 2001)**

The following Delivery Schedule applies to this award. See applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number for additional information.

DELIVERY SCHEDULE		
CLIN(s)	QUANTITY	DAYS
0001	13	40

Liquidated Damages ( ) is ( ) is not applicable.

NOTE: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT.

**F33 - F.O.B. - DESTINATION (PAR 52.247-34) (NOV 1991)****SECTION I****I01 - CLAUSES INCORPORATED BY REFERENCE (PAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

PAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000) (JUN 2003)  
PAR 52.209-6 - Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000) (JUL 1995)  
PAR 52.211-5 - Material Requirements (AUG 2000)  
PAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)  
PAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)  
PAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)  
PAR 52.222-1 - Notice to the Government of Labor Disputes (Over \$2,000) (FEB 1997)  
PAR 52.222-3 - Convict Labor (Over MPT) (JUN 2003)

PAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (JAN 2004) (Over MPT)  
PAR 52.222-20 - Walsh-Healey Public Contracts Act (Over \$10,000) (DEC 1996)  
PAR 52.222-21 - Prohibition of Segregated Facilities (Over \$10,000) (FEB 1999)  
PAR 52.222-26 - Equal Opportunity (Over \$10,000) (APR 2002)  
PAR 52.222-29 - Notification of Visa Denial (JUN 2003)  
PAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Over \$10,000) (DEC 2001)  
PAR 52.222-36 - Affirmative Action for Workers With Disabilities (Over \$2,500) (JUN 1998)  
PAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Over \$10,000) (DEC 2001) (Applicable with FAR 52.222-35)  
PAR 52.223-14 - Toxic Chemical Release Reporting (Over \$100,000 applicable only to competitive non commercial acquisitions only) (AUG 2003)  
PAR 52.225-13 - Restrictions on Certain Foreign Purchases (DEC 2003)  
PAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)  
PAR 52.227-1 - Authorization and Consent (JUL 1995)  
PAR 52.232-1 - Payments (APR 1984)  
PAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)  
PAR 52.232-11 - Extras (APR 1984)  
PAR 52.232-23 - Assignment of Claims (Over \$2,500) (JAN 1986)  
PAR 52.232-25 - Prompt Payment (Over MPT) (OCT 2003)  
PAR 52.233-1 - Disputes (JUL 2002)  
PAR 52.233-3 - Protest After Award (AUG 1996)  
PAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)  
PAR 52.243-1 - Changes - Fixed Price (AUG 1987)  
PAR 52.245-1 - Property Records (APR 1984)  
PAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)  
PAR 52.248-1 - Value Engineering (Over \$25,000) (FEB 2000)  
PAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)  
PAR 52.249-8 - Default (APR 1984)  
PAR 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)  
DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)  
DFARS 252.209-7004 - Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Over \$100,000) (MAR 1998)  
DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)  
DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)  
DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)  
DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)  
DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)  
DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)  
DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003)  
DFARS 252.225-7036 - Buy American Act- Free Trade Agreements -Balance of Payments Program (Over \$58,550) (JAN 2004)  
DFARS 252.225-7036 - Buy American Act-Free Trade Agreements -Balance of Payments Program, ALT I (\$25,000 - \$58,550) (JAN 2004)  
DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)  
DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)  
DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)  
DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)  
DFARS 252.242-7000 - Post Award Conference (DEC 1991)  
DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10) (DEC 1991)  
DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

**I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)****I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (OCT 2003)****I10a - CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (OCT 2003)**

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I11 - ALTERNATE A, FAR 52.204-7 (DFARS 252.204-7004)  
(NOV 2003)

Government Selling Agency

I12 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE  
RESOLUTION (JUN 2001) (DLAD 52.233-9001)

Contract Number

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the part rejecting ADR to be inappropriate for resolving the dispute.

Contract Date (Month, Year)

Other Source

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. the documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

Address

Date Acquired (Month/Year)

(c) If you wish to opt out of this clause, check here  
( )

(3) The material has been altered or modified.

Yes ( ) No ( )

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned.

Yes ( ) No ( )

If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes ( ) No ( ); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

Yes ( ) No ( )

If yes, the price includes replacement of cure-dated components. Yes ( ) No ( )

(5) The material has data plates attached.

Yes ( ) No ( ) If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes

( ) No ( ) (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000)  
(APR 2002)

(a) Definition.

'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes ( ) No ( )

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes ( ) No ( )

The material conforms to the revision letter/number, if any is cited.

Yes ( ) No ( ) Unknown ( )

If no, the revision offered does not affect form, fit, function, or interface.

Yes ( ) No ( ) Unknown ( )

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.

Yes ( ) No ( )

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

Yes ( ) No ( )

If yes, provide the information below:

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes ( ) No ( )

If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes ( ) No ( ); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes ( ) No ( ) If yes,

(i) the specification/drawing is in the possession of the Offeror. Yes ( ) No ( ); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes ( ) No

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( )

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes ( ) No ( ) If yes, (i) Material has been re-preserved. Yes ( ) No ( ) ; (ii) Material has been repackaged. Yes ( ) No ( ) ; (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes ( ) No ( ) If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes ( ) No ( )

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

( ) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

( ) For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

( ) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

( ) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

( ) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. Yes ( ) No ( ).)

( ) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are

to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

**I50 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DFARS 252.232-7003) (JAN 2004)**

(a) Definitions. As used in this clause-

(1) 'Contract financing payment' and 'invoice payment' have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) 'Electronic form' means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) 'Payment request' means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF RA). Information regarding WAWF RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WINS). Information regarding WINS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

**I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (PAR 52.244-6) (APR 2003)**

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I78 - CONFIGURATION CONTROL - ENGINEERING CHANGES,  
DEVIATIONS AND WAIVERS (DSCC 52.248-9C01)(OCT 2000)

NOTE: MIL-STD-973 has been cancelled effective September 30,  
2000 (MIL-STD-973, Notice 4), but is still required for the  
procurement and control of this item. Copies of MIL-STD-973,  
Notice 3, which includes the base document, may be obtained  
from: <http://assist2.daps.dla.mil/quicksearch/>

I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)  
(APR 1984)

## SECTION J

## JO2 - LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:

KTR'S SURPLUS CERT	dtd	02/25/04	Encl #1
KTR'S QUOTE	dtd	06/23/04	Encl #2
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #
	dtd	**/**/**	Encl #



Fr:  
To:

LEON WULFE

Fax Number: (7,210) 4341030

Yolanda@

ALAMO AIRCRAFT, LTD  
2538 S. W. 36TH ST., P.O. BOX 97343  
SAN ANTONIO, TEXAS 78237-0343  
(210) 434-5577 FAX (210) 434-1030

From: Nunn, Theresa M

Date: Wednesday, June 23, 2004

Time: 6:37:10 AM

Pages: 1

Subject: UPDATE

Note:

REFERENCING MY YPC04012000431 IN WHICH YOU SUBMITTED A SURPLUS OFFER FOR NSN 4320-01-054-1376 FOR QTY OF 13 EACH ON P/N 5002718, YOUR QUOTE HAS EXPIRED, PLEASE UPDATE QUOTE AND VERIFY IF STOCK IS AVAILABLE.

THANKS TERRI

THANK YOU FOR SUPPORTING OUR MILITARY CUSTOMER Terri Nunn DSCC-Columbus 614-692-1128  
614-693-1681 FAX Theresa.Nunn@DLA.MIL

OUR QUOTE REMAINS VALID  
UNTIL

31 July 04

Leon C. Wulfe

LEON C. WULFE, JR.  
VICE PRESIDENT  
ALAMO AIRCRAFT, LTD.

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO	1863
RECIPIENT ADDRESS	16148931881
DESTINATION ID	
ST. TIME	01/31 11:23
TIME USE	02'10
PAGES SENT	5
RESULT	OK

TO: DSCC-DACS Kelly Sanford  
REF: YPCD4012000431

FROM: YOLANDA GALINDO - BID CLERK FOR  
LEON C. WULFE, JR./VICE PRESIDENT  
ALAMO AIRCRAFT, LTD.  
2538 SW 36<sup>TH</sup> ST./P.O. BOX 37343  
SAN ANTONIO, TX 78237-0343  
PH 210-434-5577  
FX 210-434-1030 OR 210-433-5713

138AA 52.211-9000 GOVERNMENT SURPLUS MATERIAL DLAD (APR 2002)

(Previous versions of this clause are considered obsolete.)

DSCR NOTE: SURPLUS MATERIAL IS ACCEPTABLE. This clause restates information provided by the successful offeror in its offer.

If origin inspection is cited for this award, Quality Assurance Provision (QAP) 501 and any supplemental requirements specified in the remarks section of this award apply.

If destination inspection is cited for this award, QAP 501 does not apply. Applicable QAP, if any, will be as cited in the PID.

Full text of QAPs is available on the DSCR Master Solicitation, Section 2, at <http://www.dscr.dla.mil/qap/qaps.htm>. DSCR (JUL 2002)

(a) Definition.

"Surplus material," as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms "surplus" and "Government surplus" are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on

TO: DSCC-AACB Kelly Sanford  
REF: YPCD4012000431

FROM: YOLANDA GALINDO - BID CLERK FOR  
LEON C. WULFE, JR./VICE PRESIDENT  
ALAMO AIRCRAFT, LTD.  
2538 SW 35<sup>TH</sup> ST./P.O. BOX 27343  
SAN ANTONIO, TX 78237-0343  
PH 210-434-5577  
FX 210-434-1030 OR 210-433-5713

I38AA 52.211-9000 GOVERNMENT SURPLUS MATERIAL DLAD (APR 2002)

(Previous versions of this clause are considered obsolete.)

DSCR NOTE: SURPLUS MATERIAL IS ACCEPTABLE. This clause restates information provided by the successful offeror in its offer.

If origin inspection is cited for this award, Quality Assurance Provision (QAP) S01 and any supplemental requirements specified in the remarks section of this award apply.

If destination inspection is cited for this award, QAP S01 does not apply. Applicable QAP, if any, will be as cited in the PID.

Full text of QAPs is available on the DSCR Master Solicitation, Section 2, at  
<http://www.dscr.dia.mil/qap/qaps.htm>. DSCR (JUL 2002)

(a) Definition.

"Surplus material," as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms "surplus" and "Government surplus" are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due, or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being



VPC04012000431

offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. ☒ Yes ☐ No

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.). ☒ Yes ☐ No

The material conforms to the revision letter/number, if any is cited. ☐ Yes ☐ No ☒ Unknown If no, the revision offered does not affect form, fit, function, or interface. ☐ Yes ☐ No ☒ Unknown

The material was manufactured by:

Hamilton Sundstrand

(Name)

(PER LABEL CITED ON PAGE 3)

99167

(Cage Code)

(2) The Offeror currently possesses the material. ☒ Yes ☐ No If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. ☒ Yes ☐ No If yes, provide the information below:

Government Selling Agency DRMS MEMPHIS, TN

Contract Number \_\_\_\_\_

Contract Date (Month, Year) \_\_\_\_\_

Other Source

Address \_\_\_\_\_

Date Acquired (Month/Year) \_\_\_\_\_

(3) The material has been altered or modified. ☐ Yes ☒ No If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. ☐ Yes ☒ No If yes, (i) the price offered includes the cost of reconditioning/refurbishment. ☐ Yes ☐ No; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. ☐ Yes ☒ No If yes, the price includes replacement of cure-dated components. ☐ Yes ☒ No

YPC04012000431

(5) The material has data plates attached.  
☐ Yes ☒ No If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. ☒ Yes ☐ No (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

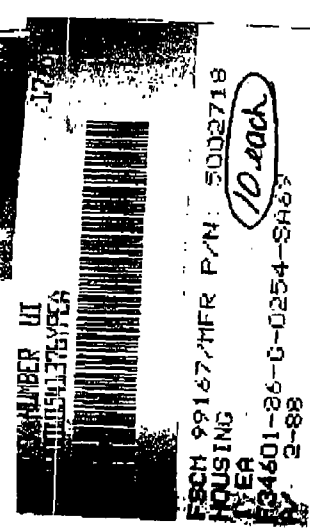
Contract Number \_\_\_\_\_  
 NSN \_\_\_\_\_  
 CAGE Code \_\_\_\_\_  
 Part Number \_\_\_\_\_  
 Other Markings/Data \_\_\_\_\_



2835010541376

FSCM 99167 MFR P/N: 5002718  
 HOUSING  
 QTY: 1 EA  
 F34601-26-G-0254-SACL  
 A/ 01/89

7 each



(7) The Offeror has supplied this same material (National Stock Number) to the Government before.  
☐ Yes ☒ No If yes, (i) the material being offered is from the same original Government contract number as that provided previously. ☐ Yes ☒ No; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency \_\_\_\_\_

Contract Number \_\_\_\_\_

(8) The material is manufactured in accordance with a specification or drawing. ☒ Yes ☐ No If yes, (i) the specification/drawing is in the possession of the Offeror. ☐ Yes ☒ No; and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. ☐ Yes ☒ No

Specification/Drawing Number \_\_\_\_\_

Revision (if any) \_\_\_\_\_

Date \_\_\_\_\_

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. ☒ Yes ☐ No If yes, (i) Material has been re-preserved. ☐ Yes ☒ No; (ii) Material has been repackaged. ☐ Yes ☒ No; (iii) Percentage of material that has been inspected is \_\_\_\_\_ % and/or number of

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items inspected is \_\_\_\_\_; and (iv) a written report was prepared. ☐ Yes ☒ No If yes, the Offeror has attached it or forwarded it to the Contracting Officer.  
☐ Yes ☒ No \*Material inspected for correct part number and will be opened/inspected with DCMA QAR present.

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

☐ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

☐ For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

☐ For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

☐ For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

☒ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. ☐ Yes ☒ No.)

☐ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material

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that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. All certifications and statements by offeror are to the best of our knowledge. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

END OF SURPLUS CERTIFICATE